RELEASE AND COVENANT NOT TO SUE

Pursuant to the Settlement Agreement dated as of August 21, 1995 (the "Settlement Agreement") between and among Philip Morris Companies Inc. and Philip Morris Incorporated (collectively, "Philip Morris" or "Plaintiffs"), and American Broadcasting Companies, Inc. ("ABC"), ABC hereby executes the following Release and Covenant Not To Sue.

For value received and intending to be legally bound, ABC, for and on behalf of itself, its affiliates, parent companies, subsidiaries, present and former agents, attorneys, officers, directors and employees, and their successors and assigns, hereby forever releases, holds harmless, discharges and covenants not to sue Philip Morris and its present or former employees, agents, attorneys, officers, directors, affiliates, parent companies, subsidiaries and insurers from any and all claims, counterclaims, crossclaims, liabilities, damages, remedies or causes of action whatsoever, by ABC, whether known or unknown, with respect to Philip Morris's investigation, preparation, announcement and prosecution of the action styled *Philip Morris Companies Inc. and Philip Morris Incorporated* v. *American Broadcasting Companies, Inc., John Martin, and Walt Bogdanich*, At Law No. 760CL94X00816-00, in the Circuit Court for the City of Richmond, Virginia (the "Subject Litigation"), and with respect to any statements made in

2041216086

Source: https://www.industrydocuments.ucsf.edu/docs/rqvh0005

connection with the Subject Litigation; but specifically excluding the obligations and duties of Philip Morris under the Settlement Agreement. Nothing in this Release and Covenant Not To Sue, however, shall be construed or is intended to preclude any suit for any claims, liabilities, damages, remedies or causes of action that may arise from any action or statement by Philip Morris subsequent to the date of this Release and Covenant Not To Sue.

This Release and Covenant Not To Sue may be asserted by Philip Morris and its employees, agents, attorneys, officers, directors, parent companies and subsidiaries as a complete defense to any action brought by ABC, its affiliates, parent companies, subsidiaries, present and former agents, attorneys, officers, directors and employees, in derogation of the terms of this Release and Covenant Not To Sue.

ABC warrants, represents and agrees that in executing this Release and Covenant Not To Sue, it does so with full knowledge of any rights which it may have, and that it has received independent legal advice from its attorneys with respect to the matters set forth herein, and with respect to the rights and asserted rights arising out of this matter.

This Release and Covenant Not To Sue and the terms of the Settlement Agreement referred to above in consideration of

2041216087

2041216087

Source: https://www.industrydocuments.ucsf.edu/docs/rqvh0005

the same do not constitute, and may not be construed as constituting, any admission of liability on the part of Philip Morris and its employees, agents, attorneys, officers, directors, parent companies and subsidiaries.

This Release may be signed in counterparts that, taken together, shall be deemed as one document.

IN WITNESS WHEREOF, the undersigned has executed this ____ day of August, 1995.

AMERICAN BROADCASTING COMPANIES, INC.

BY:_____

_____

Sworn to before me this
_____ day of August, 1995.

_____
Notary Public

2041216088

Source: https://www.industrydocuments.ucsf.edu/docs/rqvh0005